

April 13, 2010

Memorandum

To: All Local Emergency Planning Committee Chairpersons

From: James J. Gianato, Chairperson  
State Emergency Planning Commission

Subject: 2011 Hazardous Materials Emergency Planning Grants

The attached application for FY 2011 HMEP grant funding is forwarded for your review and submission. Eligible LEPCs are requested to submit proposals for a Hazardous Materials Emergency Preparedness (HMEP) Planning Grant. The grant period is September 30, 2009-September 30, 2011. Grant Applications can now be filled out on-line at our web-site: [www.wvdhsem](http://www.wvdhsem), however, you must still mail copies to the Division of Homeland Security and Emergency Management (HSEM). The format is Microsoft Word.

Please note that no local funds are required for HMEP grants. The U.S. Department of Transportation and the WVSERC are making funds available to provide 100% grants.

To determine your eligibility to apply, carefully review the "Planning Application Requirements" which is page five (5) of the enclosed HMEP Grant Package. If you can certify to these requirements, you are encouraged to apply; if you cannot, please take steps now to rectify your situation so your LEPC can become eligible to apply for future grants.

**Beginning in 1999, the SERC voted to require LEPCs to have completed By-Laws submitted to the SERC to be eligible for grants. Remember: The amount a single county LEPC may be eligible for is \$5,000, joint LEPCs may be eligible for \$6,000. Be sure to indicate if your LEPC can utilize additional funds on page 12 of the application if needed.**

Enclosed is a "2011 HMEP Grant Package" which contains everything you need to know about the program including an application for use in applying for a grant. When preparing your grant application, keep in mind the following:

(1) **All HMEP Grant awards must either be spent or encumbered by September 30, 2011.** After this date, all unencumbered funds must be returned to HSEM. However, you have until November 30, 2011, to submit your Final Report with your Product; if applicable.

(2) HMEP Planning Grant funds are to be used for planning activities only. This is not a training grant program. The "HMEP Grant Package" defines eligible expenditures and ineligible expenditures. Review this section carefully.

**Eligible LEPCs must submit completed applications by July 30, 2009.**

Once completed applications are received, the SERC Grant Review Committee will determine and recommend to the SERC which projects should be funded and for what amounts. The SERC will select those proposals that will return the maximum dividend for funds granted.

We are depending on you to take advantage of these funds. The HMEP Grant program is the primary source of federal funding for LEPCs. Therefore, LEPCs are encouraged to make maximum use of these funds while they exist. You have heard it many times before; when federal grants are not used, they eventually disappear. It could happen at any time.

**Note:** Be absolutely sure your application is complete and that all attachments are included before you submit it. Fax copies of anything submitted will not be accepted. You are urged to review the "Planning Application Requirements" sheet to make sure you have included all of the necessary attachments to your application. Applications that are incomplete cannot be funded.

The type of project, your ability to carry it out during the grant period, and past performances are some of the many considerations used in the final grant selection process.

The HMEP Grant Package should be reviewed by your LEPC members so they may help decide which project is most important for your LEPC. You are also required to coordinate with your County Emergency Services Director to ensure that LEPC activities are consistent with the county's overall emergency services goals.

If you need help in determining your eligibility to apply for this grant, please contact Misi Savage at (304) 558-5380 or [Melyssa.h.savage@wv.gov](mailto:Melyssa.h.savage@wv.gov) . We want to help LEPCs become viable entities for the good of the citizens of our great state.

JJG/ms

cc: County Emergency Services Director  
President, County Commission

Enclosure: 2011 HMEP Grant Package

## West Virginia Hazardous Materials Emergency Planning Grant Program

**Purpose:** The federal Hazardous Material Law authorizes the United States Department of Transportation (DOT), through the Research and Special Programs Administration (RSPA), to provide assistance to public sector employees through training and planning grants. The purpose of the Hazardous Materials Emergency Preparedness (HMEP) grant program is to:

- increase effectiveness in safety and efficiently handling hazardous materials accidents and incidents
- enhance implementation of the Emergency Planning and Community right to know Act of 1986 (EPCRA)
- encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations

This is a performance-based grant that builds on and supports accomplishments of long-term goals and objectives.

Applicants may fill out the forms using Adobe or Microsoft Word, if you have questions or need assistance please contact the Program Manager, Laverne Stout.

### ***Application***

#### ***Deadline***

Applications will be mailed to the LEPC Chairperson on April 13<sup>th</sup>.

**Application Deadline for this grant year is July 30<sup>th</sup>.**

Applications must be postmarked no later than July 30<sup>th</sup>. ALL project applications and all supporting documentation should be forwarded to WVDHSEM at the following address:

WV State Emergency Response Commission  
Attn: Misi Savage  
1900 Kanawha Boulevard, Building 1 Room EB-80  
Charleston, West Virginia 25305  
304 558-5380 fax 304 344-4538

### ***Performance***

#### ***Period***

The performance period for this grant is ***October 1 through September 30 each year.*** Project expenditures must be obligated or expended by September 30 of each year. Projects must be completed no later than December 1 of each year.

### ***Matching***

#### ***Requirement***

Grant recipients are not required to match federal funds. The WV SERC has assumed the state match obligation for LEPC's in West Virginia.

### ***Eligible***

#### ***Applicants***

The WV SERC has defined applicants as LEPC's which meet the following criteria:

- a. Approved or accepted LEPC membership
- b. Approved or accepted By-laws
- c. An exercise or actual event qualifying as an exercise
- d. LEPC has met once a quarter or 4 times during a year

***Eligible***

***Expenditures*** The following listed activities are guidelines only, other projects will be considered if they are related to hazardous materials emergency response planning:

- a. Hazardous Analysis
- b. Commodity Flow Study
- c. Development of a system to keep CFS information current
- d. Improvement/enhancement of EOP's
- e. Exercises which test emergency response capabilities
- f. Equipment rental and other expenses for exercises and drills may be allowed, depending upon the reasonableness of the cost
- g. Develop SOP's (Standard Operating Procedures)
- h. Assessment of local response capabilities
- i. Technical staff to support the planning effort (not to include Tier II data processing)
- j. Video's (shelter-in-place, LEPC public information etc)
- k. Risk Assessments
- l. Tier II Workshops for citizens & businesses
- m. Wally Wise guy programs
- n. Public Information programs
- o. Assessment and notification of entities who should be submitting Tier II reports
- p. Limited software programs – specified by the SERC
- q. Other projects not specifically listed

***Ineligible***

- Expenditures***
- a. Expenditures funded under other grants or agreements
  - b. Purchase of operational equipment
  - c. Purchase of response equipment
  - d. Personnel expenses, overtime, travel, group meals or per diem for participation in drills and exercises
  - e. Any costs relating to the non-planning aspects of Emergency Planning and Community Right-to-Know Act such as Sections 304,311,312 or 313 activities
  - f. Food items
  - g. Costs incurred before October 1, or after September 30, of the performance period
  - h. Weapons of Mass Destruction (WMD) training, planning and exercising. There are other dedicated funds for those programs

***Availability  
of Funds***

The WVSERC will make a total of \$124,931 of planning funds available to LEPCs for the 2011 grant year. \$128,475 in training funds will be made available for training activities by Herb Lattimore, Training Officer and in coordination with RESA's throughout the state. However, if your LEPC has training needs not serviced by RESA please contact Herb Lattimore at 304 558-5380 for assistance.

**Evaluation  
Process**

As in the past, the WVSERC expects there will be more project applications than can be realistically funded. Since funding under this grant program is limited, competition is unavoidable. In order to ensure an equal and impartial awarding system the WVSERC will appoint a sub-committee of commission members to review applications in August of the grant year. Grants will be awarded in September of the grant year. Grant expenditures may begin on or after October 1 of each grant year. Each application will be reviewed individually for qualification and minimum requirements. Projects will then be judged on:

Project & scope of work  
Intent of the Hazardous Materials Program  
Usefulness to other jurisdictions and realistic budget projections

**Progress  
Reports**

Grant recipients must prepare and submit quarterly progress reports to DHSEM for the duration of the grant. The reports must include the status of all activities. Reports are due to DHSEM as follows:

October 1 - December 31 – due by January 15<sup>th</sup>  
January 1 - March 31– due by April 15<sup>th</sup>  
April 1 – June 30<sup>th</sup> – due by July 15<sup>th</sup>  
July 1 - September 30<sup>th</sup> – due by October 15<sup>th</sup> of each grant year.

Final reports and projects are due no later than December 1 of each grant year. Failure to supply required reports may result in funding delays.

**Revision  
Requests**

All changes to the grant recipient's approved scope of work and budget must be submitted to DHSEM. Revisions must be requested in writing and approved **prior** to initiating the revised scope of work or incurring the associated expenditures. These changes can be requested as part of the Quarterly Report process, or at any other time by contacting the Grant Administrator.

Failure to submit revision requests and receive prior approval to expenditure could result in a reduction or disallowance of that part of the grant.

**Monitoring**

DHSEM may perform periodic reviews of the local government's grant performance. These reviews may include, but are not limited to:

- Comparing actual grant activities to those approved
- Confirming compliance with:
  - Grant Assurances
  - Information provided on the quarterly and/or final reports

**Accessibility of  
Records**

The Department of Transportation, the Comptroller General of the United States, DHSEM, or any of their authorized representatives, shall have the right of access to any books, documents, papers, or other records which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

DHSEM will provide the grant recipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. Grant recipients may appeal to the Commission.

***Final Report  
& Close out***

All funds must be obligated or expended by September 30 of the grant year. Final Projects must be completed and submitted to the WVSERC by December 1 of the grant year.

***Suspension***

***Termination***

DHSEM or the WVSERC may suspend or terminate grant recipient funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failing to comply with the requirements or statutory objectives of federal or state law
- Failing to make satisfactory progress toward the goals or objectives set forth in the grant recipient's application
- Failing to follow grant agreement requirements or special conditions
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding
- Failing to submit required reports
- Filing a false certification in the application or other report or document

***Withdrawal  
From  
Program***

If an application is selected and awarded but the LEPC is unable to accept the grant written notification must be made within 15 days of grant award notice. If the LEPC is unable to complete the project the LEPC should immediately notify the WVSERC. Arrangements will be made on final funding expenditures and grant close out activities.

***Contact***

***Information***

Technical assistance is available throughout the application and grant performance process. Contact the WV Division of Homeland Security and Emergency Management at 304 558-5380, Misi Savage ([Melyssa.h.savage@wv.gov](mailto:Melyssa.h.savage@wv.gov)) for assistance.

***Application Forms  
Required***

- ☐ Planning Application Requirements & Process
- ☐ Application Form
- ☐ LEPC Information & Activities Completed
- ☐ Application
- ☐ MOU
- ☐ Appendix A
- ☐ Appendix B
- ☐ Appendix C
- ☐ Appendix D
- ☐ Appendix E
- ☐ Request (s) for payment
- ☐ Progress Reports

## Planning Application Requirements

To be deemed an eligible applicant, the following criteria must be met and agreed to by the chairperson of the local emergency planning committee (LEPC)

- ☐ I certify that a copy of our LEPC By-Laws have been submitted to the WV SERC and approved
- ☐ I certify that I have attached a true and accurate LEPC membership list to this application
- ☐ I certify that I was appointed/elected as the chairperson of this LEPC. The LEPC minutes indicating my appointment/election are attached
- ☐ I certify that a copy of the last LEPC minutes are attached to this application
- ☐ I certify that the LEPC is complying with Section 324 of EPCRA – Public availability of plans, data sheets, forms and follow-up notices
- ☐ I certify that the LEPC has met twice in the prior twelve months and that copies of the minutes are attached
- ☐ I certify that the LEPC will meet at least quarterly during the grant period; and that copies of agendas and minutes from these meetings will be provided to the State Emergency Response Commission
- ☐ I certify that a LEPC hazardous materials plan has been previously submitted to the SERC
- ☐ I certify that the LEPC will conduct at least one hazardous materials emergency response exercise (table top, functional or full scale) during the grant period. Actual emergencies may be used to meet this requirement, provided the proper forms have been submitted to the SERC (USE AAR FORM)
- ☐ I certify that LEPC members were allowed to review this grant application prior to submittal
- ☐ I certify that the designated agency, which will receive grant funds, will be subject to audit by the West Virginia Division of Homeland Security and Emergency Management

LEPC Chairperson Signature:
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Date:
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OES Director Signature:
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Date:
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## LEPC Information and Activities Completed

LEPC Name	
Street/Box	
City, State, Zip	
Email	
Telephone	
Fax	

Name of Chairperson	
Number of Meetings in last 12 months	
Number of Members	
Dates of Last 2 meetings	

Activity	Submitted/Completed date
LEPC Emergency Plan	
Response SOP's underway	
Response SOP's completed	
Plan Exercise	
Hazard Analysis	
By-law	
Facility Outreach Program	
Public Information Program	
Commodity Flow Study	
Other:	



<p>Program Narrative: Describe what the grant is and why the grant is needed. What specific problem(s) will the grant solve? Explain in detail!</p>

Use additional sheets if necessary

Anticipated Results/Benefits:

What activities/tasks will be included in the project?

When will the activity/task be finished?
Started:
Completed:

Who will do the tasks/activities and how will they be supervised?

Use additional sheets if necessary

What new products/activity (reports, plans, maps or studies etc.) will the project produce?

If supplies will be purchased, list the cost of each item

Explain why supplies are needed to complete this project

Use additional sheets if necessary

## Budget Sheet

Personnel Services	
Salaries & Wages	\$
Printing & Postage	\$
Travel	\$
Office Supplies	\$
Software	\$
Resource Materials	\$
Training Expenses <i>Including Consumable Equipment</i>	\$
Other expenses <i>(be specific!)</i>	\$
Subtotal	\$
Contractor Costs <i>Including Contractor Information</i>	\$
<b>TOTAL GRANT REQUEST</b>	\$

Contractor Information
Why is a contractor needed?
Who is the contractor (Include name, address etc)?
What is the scope of work the contractor will be responsible for?
Who will supervise the contractor to ensure a satisfactory completion of the project (including timely completion of project)?
Will the LEPC ensure a satisfactory project is completed?

Use additional sheets if necessary

Additional Grant Information
Will other LEPC 's, or other organizations participate in the project; if so describe their participation.
Will your project be useful to other LEPCs, if so explain how.
Will additional grant funds or other funding sources be used? If so, explain.
Other pertinent information.

Additional Funding
If additional funds become available can your LEPC utilize those funds?
If so, what would the funds be used for?
List the dollar amount needed?
What is the latest date your LEPC can utilize additional funds

Reduction in funding request
If the WVSERC is unable to fund your project completely will the LEPC continue with the project?
If funding is reduced please indicate how the reduction will impact the project
What tasks or purchases will be eliminated, reduced or modified?
Will the overall value of the project be severely impacted? Explain how.

REMEMBER: EXPLAIN YOUR ANSWERS IN AS MUCH DETAIL AS POSSIBLE.

Use additional sheets if necessary

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the State of West Virginia, Division of Homeland Security and Emergency Management (hereinafter DHSEM), WV State Emergency Response Commission and the LEPC of County, State of West Virginia (hereinafter \_\_\_\_\_ County LEPC).

**WHEREAS**, The DHSEM and WVSERC is the designated agency for the disbursement of United States Department of Transportation funding for planning for hazardous materials emergencies;

**WHEREAS**, the \_\_\_\_\_ County LEPC has submitted a grant application for receipt of these funds dated the \_\_\_\_\_ day of \_\_\_\_\_ 2009.

**NOW, THEREFORE**, in consideration of the following covenants between the parties, the HSEM and WVSERC shall provide a grant payment of \$ \_\_\_\_\_ to the \_\_\_\_\_ County LEPC.

For and in consideration of this grant payment, \_\_\_\_\_ County LEPC agrees as follows:

1. To expend the funds in accordance with its grant application filed with the HSEM and WVSERC on the \_\_\_\_\_ day of \_\_\_\_\_, 2009 and in compliance with all applicable federal rules and regulations.
2. To maintain accounting records and receipts for the purpose of an audit to prove expenditure of the funds pursuant to the grant application submitted by the \_\_\_\_\_ County LEPC on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.
3. To maintain these accounting records for a period of three (3) years and to submit to any audit upon request by the Division of Homeland Security and Emergency Management Office and the West Virginia State Emergency Response Commission; and
4. To repay to the DHSEM and WVSERC any funds not spent as agreed to herein.
5. To comply with all applicable provisions of federal, state, and local laws, regulations, and DOT directives. The \_\_\_\_\_ County agrees and understands that federal laws, regulations, policies and regulated administrative practices in force and made applicable to this grant on the date of execution may be modified from time to time and that the most recent of such provisions will govern the administration of this grant.

6. The \_\_\_\_\_ County LEPC agrees to comply with DOT regulations Drug-free Workplace Requirements (Grants) 49CFR Part 29, Subpart F. and to submit the required certification.
7. To comply with and execute the appendices attached hereto and incorporated by reference.

It is further understood and agreed that any funds not expended or encumbered by the 30th day of September, 2011, shall revert to the WV Division of Homeland Security and Emergency Management and West Virginia State Emergency Response Commission upon request of the WV Division of Homeland Security and Emergency Management and WV State Emergency Response Commission.

This MOU is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
James J. Gianato, Chairman  
WV State Emergency  
Response Commission

\_\_\_\_\_  
County LEPC Chairperson

## APPENDIX A

### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

#### DEPARTMENT OF TRANSPORTATION

The \_\_\_\_\_ County LEPC (hereinafter referred to as the "Recipient") **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Program of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, and **HEREBY GIVES ASSURANCE THAT** it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the project:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.



3. That the Recipient shall insert the clauses of Appendix B of the agreement in every contract subject to the Act and the Regulations.
4. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
5. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subgrantees, contractors, subcontractors, transferee successors in interest, and other participants of federal financial assistance under such programs will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
6. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

**THIS ASSURANCE** is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

DATE \_\_\_\_\_

\_\_\_\_\_ County LEPC  
(Recipient)

by \_\_\_\_\_  
(Signature of LEPC Chairperson)

## **APPENDIX B**

### **ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of the contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agree as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the \_\_\_\_\_ County LEPC or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the \_\_\_\_\_ County LEPC or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the County LEPC shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the contractor under the contract until the contractor complies; and/or
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the County LEPC or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the \_\_\_\_\_ County LEPC to enter into such litigation to protect the interests of the \_\_\_\_\_ County LEPC, and, in addition the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## APPENDIX C

### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

#### DEPARTMENT OF TRANSPORTATION

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by \_\_\_\_\_ County LEPC executed in expending these grant funds.

The [grantee, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the [grantee, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of the above nondiscrimination covenants, the \_\_\_\_\_ County LEPC shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, the \_\_\_\_\_ County LEPC shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of the \_\_\_\_\_ County LEPC and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the \_\_\_\_\_ County LEPC.

The [grantee, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [grantee, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, the \_\_\_\_\_ County LEPC shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, the \_\_\_\_\_ County LEPC shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of the County LEPC and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

## **APPENDIX D**

### **22.4 The Grantee agrees:**

**22.4.1** To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. Section 552A and regulations adopted thereunder, when performance under the program involves the design, development, or operation of any system of records on individuals to be operated by the Grantee, its third-party contractors, subcontractors, subgrantees, or their employees to accomplish a DOT function;

**22.4.2** To notify DOT when the Grantee or any of its third-party contractors, subcontractors, subgrantees, subrecipients, or their employees anticipate operating a system of records on behalf of DOT in order to implement the program if such system contains information about individuals' name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.

**22.4.3** To include in every solicitation and in every third-party contract, subgrant, and when the performance of work under that proposed third-party contract, subgrant, or subagreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, subgrant, or to accomplish a DOT function, a Privacy Act notification informing the third-party contractor, or subgrantee, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DOT function subject to the Privacy Act of 1974, 5 U.S.C Section 552A, and applicable DOT regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

**22.4.4** To include the text of Subsections 22.4.1 through 22.4.4 in all third-party contracts, and subgrants under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of DOT.

DATE \_\_\_\_\_

\_\_\_\_\_ County LEPC  
(Recipient)

\_\_\_\_\_ by \_\_\_\_\_  
(Signature of LEPC Chairperson)

## APPENDIX E

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTEES OTHER THAN INDIVIDUALS)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 *Federal Register*, required certification by grantees prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be place when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment, (See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400).

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug-counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2), from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is convicted-

- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b) (c), (d), (e) and (g).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code):

Organization Name, Address and phone number

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Printed Name

Signature

Date

## HMEP PLANNING GRANT PROGRAM

REQUEST FOR PAYMENT	
LEPC:	
Chairperson:	
Email Address:	
Total Grant Award:	\$
Amount Requested:	\$

I CERTIFY THIS IS AN ORIGINAL INVOICE AND PAYMENT HAS NOT BEEN RECEIVED	
County LEPC:	
County LEPC Chairperson Signature:	
Date:	
APPROVED FOR PAYMENT	
Date:	
WV SERC Chairperson Signature:	
Amount:	\$

REMEMBER: ALL SIGNATURES SHOULD BE IN BLUE INK!

*\*BACKUP DOCUMENTATION ON FILE WITH COUNTY LEPC*



## HMEP PLANNING GRANT PROGRESS REPORT

Briefly describe how you are proceeding with the completion of the project (s) for which HMEP funds were awarded. Use the spaces below to describe your progress. Reports are due:

October 1 - December 31 – due by January 15<sup>th</sup>, January 1 - March 31– due by April 15<sup>th</sup>, April 1 – June 30th – due by July 15<sup>th</sup>, July 1 - September 30<sup>th</sup> – due by October 15<sup>th</sup> of each grant year.

County LEPC:

LEPC Chairperson Signature:

Date:

## HMEP PLANNING GRANT FINAL PROGRESS REPORT

Describe the outcome of your project/activity to include how the product (s) will benefit your LEPC. ***INCLUDE A COPY OF YOUR PRODUCT WITH THIS REPORT.*** (plan, SOP, EOP, commodity flow study etc. ) Due NLT 1 December of each grant year.

County LEPC:

LEPC Chairperson Signature:

Date: